

**STATE OF LOUISIANA  
THE DEPARTMENT OF PUBLIC SAFETY AND THE GOVERNOR'S  
OFFICE OF HOMELAND SECURITY  
REQUEST FOR PROPOSALS  
FOR  
INFORMATION TECHNOLOGY APPLICATION  
DEVELOPMENT AND INFRASTRUCTURE SUPPORT  
RETAINER**

**RFP #: 418121-001**

**NOVEMBER 27, 2013**

**LAST REVISED 11/20/2013**

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## **1 GENERAL INFORMATION**

### **1.1 Purpose**

1.1 This Request for Proposal (RFP) is issued by the Department of Public Safety and the Governor's Office of Homeland Security and Emergency Preparedness (herein referred to as the DPS/GOHSEP) to provide staffing/services like but not limited to enhanced system functionality, development of custom functionality, and infrastructure support as required. The State reserves the right to award this Request for Proposal to multiple contactors. If awarded to multiple contractors, the contract(s) will be awarded to the two highest scorers.

### **1.2 Background**

DPS/GOHSEP have developed multiple SharePoint and other IT environments that will be utilizing shared data, various application interfaces, systems, and data structures in an effort to integrate all developed systems into normalized databases residing on Microsoft SQL servers.

To preserve and augment these developed systems, DPS/GOHSEP desire to enter into contract(s) with the winning proposer(s) to provide infrastructure support and augment the DPS Information Technology and GOHSEP Application and Software support staff on an "as needed" or task order basis. The winning proposers will provide DPS/GOHSEP with personnel who have the requisite expert and detailed knowledge based on the qualifications as described in paragraph 3.1, Minimum Qualifications of Proposer.

### **1.3 Scope of Services**

Attachment I detail the scope of services and deliverables or desired results that the State requires of the selected Contractors.

## **2 ADMINISTRATIVE INFORMATION**

### **2.1 Term of Contract**

The period of any contract(s) resulting from this RFP is tentatively scheduled to begin on or about *February 1, 2014* and to continue through *February 1, 2015*. The State has the right to contract for up to three years upon approval.

### **2.2 Pre-proposal Conference**

NOT APPLICABLE FOR THIS SOLICITATION.

### **2.3 Proposer Inquiries**

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Robert Klein  
IT Management Consultant Manager  
8001 Independence Blvd. Baton Rouge, La. 70806  
(225) 925-6226 fax: (225) 925-4019

Robert.klein@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 pm CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>.

Only Robert Klein has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## 2.4 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable.
- E. Contractor – Any person having a contract with a governmental body.
- F. Proposer – A firm or individual who responds to an RFP
- G. RFP – Request for Proposal
- H. GOHSEP - The Governor's Office of Homeland Security and Emergency Preparedness.
- I. DPS- The Department of Public Safety

## 2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	Nov 27, 2013 10:00am CST
Deadline for receipt of written inquiries	Dec 10, 2013 04:00pm CST
Issue responses to written inquiries	Dec 20, 2013 04:00pm CST
Deadline for receipt of proposals	Jan 14, 2014 04:00pm CST
Announce award of contractor(s) selection	TBD
Contract(s) execution	TBD

**NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.**

### **3 PROPOSAL INFORMATION**

#### **3.1 Minimum Qualifications of Proposer**

Proposers must meet the following minimum qualifications:

The Proposers should ensure that their proposals contain adequate information for DPS/GOHSEP to make an evaluation relevant to the identified requirements in the scope of services.

Describe the qualifications and experience of all personnel designated in attachment 1, section 6 *Project Requirements*. Include résumés showing each assigned individual's education, certifications, accomplishments, and experience. All personnel shall meet the minimum qualifications of the contractor(s) personnel as stated in Attachment 1, Section 6.

#### **3.2 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

##### **3.2.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **3.3 RFP Addenda**

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **3.5 Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal of Proposal**

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

### **3.7 Subcontracting Information**

The State shall have potentially two prime contractors as the result of any contract negotiation, and those prime contractors shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for their entire contract(s).

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractors shall be the point of contact for all subcontract work.

Unless provided for in the contract(s) with the State, the prime contractors shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

### **3.8 Ownership of Proposal**

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

### **3.9 Proprietary Information**

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10 Cost of Preparing Proposals**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into contract(s) without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract(s) initiated by the State.

The selected Proposer shall be expected to enter into contract(s) that are substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within 7 business days of delivery, the State may elect to cancel the award and award the contract(s) to the next-highest-ranked Proposer.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their companies are awarded the contract(s). The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 pm Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of



their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

*The Department of Public Safety  
Information Technology Center  
8001 Independence Blvd.  
Baton Rouge, La. 70806  
Attention: Robert Klein*

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that 6 copies and 1 electronic copy of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract(s) resulting from this RFP.

## **4.2 Proposal Format**

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

## **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required.

The cover letter should also

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

## **4.4 Technical and Cost Proposal**

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

#### **4.5 Certification Statement**

The Proposer must sign and submit the Certification Statement shown in Attachment II.

#### **4.6 Legibility/ Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **5.0 PROPOSAL CONTENT**

#### **5.1 Executive Summary**

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency..

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment IV Sample Contracts, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract(s) negotiations, the intent of the provisions will not be substantially altered.

#### **5.2 Corporate Background and Experience**

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

##### **5.2.1 Minimum Required Language - Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract(s) and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest+user=self_reg) may be accessed

from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **5.3. Proposed Project Staff**

The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Personnel Changes – The Contractor's Project Managers and other key personnel assigned to these Contract(s) may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor's personnel becomes unavailable due to resignation, illness or other factors, excluding assignment to project outside these contract(s), outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

All employees requiring access to the LADPS IT Data Center shall be required to submit to and pass a Contractor Background Check.

### **5.4 Approach and Methodology**

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Proposer should define its functional approach in providing the services.
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Proposer should define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.

- Proposer should define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
- Proposer should define its approach for defining system and data security.
- Proposer should identify areas of project risk and procedures to mitigate these risks.
- Proposer should define the methodology to be utilized for system design.
- Proposer should explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).

## 5.5 Cost Information

Provide the total cost (inclusive of travel and all project expenses), the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

A proposer's base cost score will be based on the cost information provided in Attachment III and computed as follows:

$$\text{BCS} = (\text{LPC/PC} \times 30)$$

Where:            BCS = Computed cost score (points) for proposer being evaluated  
                       LPC = Lowest proposed cost of all proposers  
                       PC = Total cost of proposer being evaluated

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

## 6.0 EVALUATION AND SELECTION

### 6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

### 6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### 6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

#### **6.4 Oral Presentations/Discussions May be required**

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Oral Presentations will not be awarded evaluation points, but if required, will be used for clarification purposes.

#### **6.5 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Each proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. Scoring will be on a consensual basis with the evaluation committee presenting a single point score for the technical evaluation.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer(s) with the highest overall score will be recommended for award.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

<b>Criteria</b>	<b>Maximum Score</b>
Approach and Methodology	10
Experience	25
Staff Qualifications	25
Hudson/Veteran Small Entrepreneurship Program	10
Cost	30
Total Score	100

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

##### **6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)**

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurialships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

## **6.6 Announcement of Contractor**

The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of contract(s) is subject to the approval of the Division of Administration, Office of Contractual Review.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

If the contractor(s) are a corporation not incorporated under the laws of the State of Louisiana, the contractor(s) shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor(s) are a for-profit corporation whose stock is not publicly traded, the contractor(s) shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **7.2 Billing and Payment**

The agency shall pay Contractor(s) in accordance with the Pricing Schedule set forth in cost summary of the proposal. The Contractor(s) will invoice the agency monthly (or at such time as a task order has been delivered or placed into production) at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the IT Director Jeya Selvaratnam, Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **7.3 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor(s) in order to carry out these contract(s), or which become available to the contractor(s) in carrying out these contract(s), shall be protected by the contractor(s) from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor(s). If the methods and procedures employed by the contractor(s) for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor(s) shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor(s) outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor(s) discuss and/or release information to the media concerning this project without prior express written approval of the State.



## **ATTACHMENT I**

### **I: SCOPE OF SERVICES**

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#### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

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##### **1. Overview**

The DPS Information Technology Section consists of Information Technology professionals with broad expertise ranging from, but not limited to standard IT functions such as software development to business process analysis and redesign. Nevertheless, the IT Section continues to be confronted with staffing limitations in specific areas of expertise within the department, thus exceeding the department's capacity to provide timely and efficient solutions. In these circumstances, the IT Section of DPS is seeking services to provide supplemental application development and support, as well as infrastructure support on an as needed, task order basis. This is retainer type contract(s) which will allow for the individual definition of projects, estimation by the contractor(s) of what will be required, and an approval by DPS to initiate the work (task order). Nine thousand (9000) man hours is estimated during the contract(s) period. This is an anticipated time and may differ greatly.

##### **2. Tasks and Services**

The selected consultant will work with the DPS Information Technology Section to provide a broad range of projects of varying size and complexity in two general areas related to the continued and efficient use of Information Technology. These two general areas are Application Development and Customization and infrastructure Support. Application development adds capacity and capabilities in application development where the Information Technology Section does not have sufficient knowledge or resources. This is likely where the majority of the task orders will be focused and will primarily encompass SharePoint platforms. Infrastructure support focuses on the ongoing maintenance and problem resolution of backend resources. The list below outlines services that the Information Technology Section is interested in procuring. As with all aspects of these retainer style contract(s), this would be on a task order basis as agreed upon by the contractor(s) and State Project Manager prior to the work being done.

The list is not intended to be exhaustive.

- Analysis
- Design
- Architecture
- Development
- Project Management
- Systems Administration
- Infrastructure Support
- Data Warehousing
- ETL Development

- Database Administration
- GIS(Geographic Information Systems) development - ESRI and Google Earth.
- eBusiness, web design, and development of web portals
- Designing business intelligence systems, executive dashboards and workflows

### **3. Deliverables**

It is DPS/GOHSEP' intention to select and contract with a minimum of two proposers based on the responses submitted to this RFP. DPS/GOHSEP will then issue specific task orders for activities or assignments during the contracted period. The primary contractor will be first to be assigned the specific task orders. If the primary contractor is unable to meet the required objective of the task order due to staffing or completion of tasks within defined timeline, the secondary contractor will be assigned the task order.

### **4. Functional Requirements**

#### **Development and Customization**

- Developing new or enhancing existing applications to provide new or improved functionality as directed by Information Technology Administration personnel. Again, as with all aspects of these retainer style contract(s), this would be on a task order basis as agreed upon by the contractor(s) and DPS/GOHSEP Project Manager.
- The following is a non-inclusive list of development platforms currently being utilized for development in the department:
  - VB.Net
  - Microsoft SharePoint 2010 Enterprise
  - Microsoft SQL Server Enterprise
  - Microsoft IIS Server
  - Microsoft ASP.NET
  - Microsoft Visual Studio
  - ESRI GIS
  - Google Earth
- In order to ensure DPS/GOHSEP personnel can reasonably support and maintain the deliverables provided by task orders associated with this Agreement, all development and customization activities shall include department Information Technology personnel for knowledge transfer. The DPS/GOHSEP Project Manager shall assign department Information Technology personnel on each development and customization task order and the Contractor(s) shall participate in transfer of knowledge relative to the task order from the Contractor(s) to the assigned department Information Technology personnel.

- Ownership documents /Intellectual Property/ Source Code

The Source Code, databases and all associated system components shall become the exclusive property of the state. The state shall own all of the rights, including copyright, copyright renewals, and copyright extensions, title and interest in and to all data, and other information developed during the life of this project.

Source Code includes individual modules, class layers, images, and pieces of computer programming that are compiled together to make up the software program.

The State will also own all Intellectual Property developed including copyrights, patents, and any other form of Intellectual Property rights covering any data bases, software, training manuals, system design or other proprietary information in any form of medium.

The State will treat the Source Code as a strategic and confidential asset and will provide for its security. Any/All interfaces developed for these contract(s) shall not be proprietary and shall become property of the state.

In addition all work completed shall be documented according to State standards for ease of modification and code changes.

## **Support**

- Providing support for existing infrastructure as directed by Information Technology Administration personnel. Again, as with all aspects of these retainer style contract(s), this would be on a task order basis as agreed upon by the contractor(s) and DPS/GOHSEP Project Manager.
- The following are a non-inclusive list of Infrastructure Technologies currently deployed throughout the department:
  - Microsoft SharePoint 2010 Enterprise
  - Microsoft SQL Server Enterprise (2008 R2 and 2012)
  - Microsoft IIS Server
  - Microsoft Active Directory
  - DB2 Databases
  - Oracle Databases
  - GIS(Geographic Information Systems) - ESRI and Google Earth
- In order to ensure DPS/GOHSEP personnel can reasonably support and maintain the deliverables provided by task orders associated with this Agreement, all support activities shall include department Information Technology personnel for knowledge transfer. The DPS/GOHSEP Project Manager shall assign department Information Technology personnel on each support task order and the Contractor(s) shall participate in transfer of knowledge relative to the task order

from the Contractor(s) to the assigned department Information Technology personnel.

## 5. Technical **Requirements**

DPS has a diverse set of technologies of which the proposer should be aware. In addition to those listed above in Section 4, other legacy technologies include, but are not limited to, Unisys and IBM Mainframe environments, and multiple Lotus Notes database platforms. While the primary intent is to migrate from some of these legacy technologies and develop using the platforms more consistent with those listed in Section 4, the proposer should be aware of these technologies.

## 6. Project **Requirements**

The result of this RFP will be Contract(s) whereby specific task orders are issued by DPS/GOHSEP to the Contractor(s) for work to be completed. The task order will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor(s)), estimated workdays/personnel hours to complete, dollars associated, expected start and completion dates. The Contractor(s) should provide technical staff on site for application development and functional enhancements as needed by the state. For the purpose of this proposal, it is anticipated that the following resources/skill sets will be required during the contract(s) period:

- **IT Project Manager.** Experience level: 5+ years' experience in project management. This individual shall possess an ability to apply strong project management skills and methodologies with proven experience in large-scale IT initiatives. This individual shall have experience in and strong knowledge of information technology applications, design, processes, software and equipment. This person shall also have extensive experience in leading IT related projects and managing delivery teams.
- **Database Administrator.** Experience level: 4+ years of SQL Server Administration 2008-2010 with a strong knowledge of all Microsoft Windows Operation Systems. This individual must possess experience in troubleshooting SQL coding and DB fragmentation, troubleshooting hardware, including controller limitations, disk space, SAN storage and Fibre connections.
- **SQL Reporting Services Administrator.** Experience level: 4+ years' experience with SQL Server/ Business Intelligence (BI) Reporting Services
- **Senior .Net Developer.** Experience Level: 6+ years' .NET and SQL Server programming. Shall possess a background in business application development with strong communication and leadership skills. An understanding of MS Windows and Web development platforms, specifically the MS .NET (VB.NET) and SQL Server platforms is required.
- **Intermediate .Net Developer.** Experience Level: 4+ years' .NET and SQL Server programming. Must have a background in business application development with good communication skills and an understanding of MS

Windows and Web development platforms, specifically the MS .NET (VB.NET) and SQL Server platforms.

- **Senior SharePoint Consultant.** Experience Level: 6+ years' SharePoint Consulting and programming. Shall possess a background in business application development with strong communication and leadership skills. An understanding of MS Windows and Web development platforms are required.
- **Intermediate SharePoint Consultant.** Experience Level: 4+ years' SharePoint Consulting and programming. Shall possess a background in business application development with strong communication and leadership skills. An understanding of MS Windows and Web development platforms are required.
- **Dashboard Designer.** Experience level: 2+ years' experience in GIS Dashboard design and development.
- **Web Content Administrator.** Experience level: 2+ years' experience in web page design and design of web-based applications with specific knowledge of Visual Basic, .NET, and experience in SharePoint configuration and development

The following are preferred certifications. The Proposer must include any of these on their list of experiences for each position requested.

- Microsoft Certified Information Technology Professional (MCITP) SharePoint 2010
- Microsoft Certified Database Administrator (MCDBA) SQL Server 2008
- Microsoft Certified Solutions Expert (MCSE)
- Microsoft Certified Technology Specialist (MCTS) SQL Server 2008
- Microsoft Certified Application Developer (MCAD)
- Microsoft Certified Professional Developer (MCPD)
- Project Management Professional (PMP)

The following competencies are preferred:

- Microsoft Collaboration and Content Management Gold competency
- Microsoft Application Development Gold Competency
- Microsoft Business Intelligence Gold Competency

## ATTACHMENT II: CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT:** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract(s) terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_\_ business days from the date of delivery of final contract(s) in which to complete contract negotiations, if any, and execute the final contract(s) document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov).)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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SIGNATURE of Proposer's Authorized Representative

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DATE

### ATTACHMENT III: COST SUMMARY

#### Departmental Developed Application System Maintenance and Staff Augmentation COST SUMMARY

The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

<u>Proposed Staff Resource</u>	<u>Hourly Rate</u>
<u>Database Administrator</u>	_____
<u>Senior .Net Developer</u>	_____
<u>Intermediate .Net Developer</u>	_____
<u>Senior SharePoint Consultant</u>	_____
<u>Intermediate SharePoint Consultant</u>	_____
<u>SQL Reporting Services Administrator</u>	_____
<u>Dashboard Designer</u>	_____
<u>Web Content Administrator</u>	_____
<u>IT Project Manager</u>	_____

A sealed cost model shall be used for evaluation purposes. The overall cost shall be calculated by applying the proposed hourly rate to an evaluation model which consists of a representative sampling of work of the proposed staff resources.

The actual evaluation model shall be sealed and shall be available to all proposers immediately following the deadline for receipt of proposals by contacting Robert Klein, IT Management Consultant Manager, (225) 925-6226 or email Robert.klein@la.gov.

## **ATTACHMENT IV: SAMPLE CONTRACT**

### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_ day of 20\_\_, the State of Louisiana, [*STATE AGENCY NAME*], hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1 SCOPE OF SERVICES**

##### **1.1 CONCISE DESCRIPTION OF SERVICES**

*[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]*

##### **1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}**

###### **1.2.1. GOALS AND OBJECTIVES**

*[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]*

###### **1.2.2. PERFORMANCE MEASURES**

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

*[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]*

###### **1.2.3. MONITORING PLAN**

*[Name and Title or Position]* will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

*(PROVIDE MONITORING PLAN)*

###### **1.2.4. DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.



### **1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

*Note: If your funding source includes restrictions against use of this type of initiative, this section should not be used.)*

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

### **1.2.6. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

## **2 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of \_\_\_\_ years with the concurrence of the Contractor and all appropriate approvals.

### **2.2 STATE FURNISHED RESOURCES {This information should be tailored to the specific state resources to be furnished for this contract.}**

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

### **2.3 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is \_\_\_\_\_.

### **3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

#### **3.1 PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of (*Name of Designee*).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

*(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)*

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

*(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)*

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

### **4 TERMINATION**

#### **4.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

#### **4.2      *TERMINATION FOR CONVENIENCE***

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **4.3      *TERMINATION FOR NON-APPROPRIATION OF FUNDS***

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

### **5      *INDEMNIFICATION AND LIMITATION OF LIABILITY***

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. {Rework this}*

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by

Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the task order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **6 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

## **7 FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

## **8 ASSIGNMENT**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **9 RIGHT TO AUDIT**

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of

Administration. shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

## **10 CONTRACT MODIFICATION**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

## **11 CONFIDENTIALITY OF DATA**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

## **12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

## **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**14 INSURANCE** *(Agencies should discuss with ORM any specific insurance requirements and amend this section to meet their needs.)*

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein

elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

## **15 APPLICABLE LAW**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **16 CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **17 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

## **18 COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

## **19 ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

*(Agency specific terms and conditions may be added, if needed.)*

THUS DONE AND SIGNED on the date(s) noted below:

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CONTRACTOR'S SIGNATURE

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STATE'S SIGNATURE

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DATE

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DATE